
REND LAKE

**BUOY MAINTENANCE & INSPECTION
BENTON, ILLINOIS**

SPECIFICATIONS FOR

BUOY PLACEMENT, REMOVAL, MAINTENANCE & INSPECTION

SOLICITATION NO. DACW43-01-B-0202

THIS SOLICITATION IS RESTRICTED TO SMALL BUSINESS

GOOD ENGINEERING ENHANCES THE ENVIRONMENT



**US Army Corps
of Engineers
St. Louis District**

Gateway to Excellence

JANUARY 2001

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| | | | | | | | |
|---|------|--|--|--|---|---|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 1 | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. DACW43-01-B-0202 | | 4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP) | 5. DATE ISSUED 30 Jan 2001 | 6. REQUISITION/PURCHASE NO. W81C8X-0298-7144 | |
| 7. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST, RM 4.207 ST LOUIS, MO 63103-2833 | | | CODE DACW43 | 8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder" | | | | | | | |
| SOLICITATION | | | | | | | |
| 9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 4.203, 4th Floor</u> until <u>11 00</u> local time <u>01 Mar 2001</u> (Hour) (Date) | | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME JUDY KIBLER | | B. TELEPHONE (Include area code)(NO COLLECT CALLS) 314-331-8527 | | C. E-MAIL ADDRESS Judith.A.Kibler@mvs02.usace.army.mil | |
| 11. TABLE OF CONTENTS | | | | | | | |
| (X) | SEC. | DESCRIPTION | | PAGE(S) | (X) | SEC. | DESCRIPTION |
| PART I - THE SCHEDULE | | | | | PART II - CONTRACT CLAUSES | | |
| X | A | SOLICITATION/ CONTRACT FORM | | 1 | X | I | CONTRACT CLAUSES |
| X | B | SUPPLIES OR SERVICES AND PRICES/ COSTS | | 8 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | |
| X | C | DESCRIPTION/ SPECS./ WORK STATEMENT | | 6 | | J | LIST OF ATTACHMENTS |
| | D | PACKAGING AND MARKING | | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | |
| X | E | INSPECTION AND ACCEPTANCE | | 1 | X | K | REPRESENTATIONS, CERTIFICATIONS AND |
| X | F | DELIVERIES OR PERFORMANCE | | 1 | | | OTHER STATEMENTS OF OFFERORS |
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| X | H | SPECIAL CONTRACT REQUIREMENTS | | 2 | X | M | EVALUATION FACTORS FOR AWARD |
| OFFER (Must be fully completed by offeror) | | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | | | | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | | AMENDMENT NO. | | DATE | |
| | | | | | | | |
| | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | |
| 15B. TELEPHONE NO (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | | | 17. SIGNATURE | | 18. OFFER DATE |
| AWARD (To be completed by Government) | | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | 20. AMOUNT | | 21. ACCOUNTING AND APPROPRIATION 96X31230000 082413 2540002KS0015190 | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM 24 | |
| 24. ADMINISTERED BY (If other than Item 7) Rend Lake Project Office USACE 122220 Rend City Road Benton, IL 62812 | | CODE | B3M0B00 | | 25. PAYMENT WILL BE MADE BY USACE FINANCE CENTER 5720 Integrity Drive, ATTN: CEFC-AO-P Millington, TN 38054-5005 | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE | |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. | | | | | | | |

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

Provide all transportation, labor, equipment, and materials necessary to provide placement and maintenance to all buoys and buoy lines in as specified in Task Orders in accordance with the schedules and specifications contained in this Indefinite Quantities Contract. All work shall be performed to the satisfaction of the Contracting Officer or his authorized representative.

NOTE 1: All quantities are estimated and are to be used for bid evaluation only.

NOTE 2: All prices must be on a firm fixed basis.

NOTE 3: Amount:

Guaranteed minimum: \$3,000.00 – Base year, \$1,500.00 per Option Year.

Cumulative maximum: \$15,000.00.

Minimum and maximum task order amount are established in Contract Clauses.

NOTE 4: Legend for Unit of Measure (U/M):

EA - Each

NOTE 5: Bidders must bid on all items. Failure to bid on any item will be cause for the Government to determine the bid nonresponsive.

NOTE 6: Information concerning indefinite quantity contracts, as well as the issuance and limitation of task orders may be found in Contract Clauses.

NOTE 7: This solicitation contains an Option to Extend the Terms of the Contract Clause. The option(s) is (are) to be exercised at the discretion of the Government only and will be binding on the Contractor if a decision is made by the Government to exercise the option(s). Bidders are advised that such options as may be exercised at the unit prices bid for that specific option year.

NOTE 8: Bids will be opened in Room 4.203, 4th Floor, 1222 Spruce Street, St. Louis, MO 63103 at 11:00 AM, Local Time on 1 MAR 01.

NOTE 9: Hand Carried Bids must be deposited in the Bid Depository located on the 4th Floor, 1222 Spruce Street, St. Louis, MO in Room 4.203 by 11:00 AM, Local Time.

Any Contractual questions should be directed to Ms. Judy Kibler @ 314.331.8527 or e-mail @ Judith.A.Kibler@mvs02.usace.army.mil. Any technical questions should be directed to Mr. Lowell Summers @ 618.724.2493 or e-mail @ Lowell.F.Summers@mvs02.usace.army.mil

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|---|---|-----------------|------------|-------------------|---------------|
| BASE YEAR | | | | | |
| 0001 | Monthly buoy and depth gauge inspection and maintenance (Apr thru Oct) Ref. Sec C item 6.5 & Appendix A | 7 | Each | _____ | _____ |
| PRE SEASON WORK: Beach and Depth guage placement, inspection and matinenance required to install buoys, cables and anchors. Ref Sec C items 6.2, 6.4 & 6.10 | | | | | |
| 0002 | Pre Season at South Sandusky Beach Ref Sec C items 6.2, 6.4, 6.10 & Appendix F | 1 | Each | _____ | _____ |
| 0003 | Pre Season at North Marcum Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.1 | 1 | Each | _____ | _____ |
| 0004 | Pre Season at Dale Miller Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.5 | 1 | Each | _____ | _____ |
| POST SEASON WORK: Remove and clean all beach buoys and depth gauges. Inventory all buoy related supplies and materials. Ref Sec C item 6.8 | | | | | |
| 0005 | Post Season at South Sandusky Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 0006 | Post Season at North Marcum Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 0007 | Post Season at Dale Miller Beach Ref Sec C item 6.8 & Appendix F.5 | 1 | Each | _____ | _____ |
| 0008 | Annual Inventory of all materials and supplies Ref Sec C item 6.9 | 1 | Each | _____ | _____ |
| 0009 | Emergency call outs as requested by the Government. Ref Sec C item 8 | | | | |
| 0009AA | Place or Remove Orange Barrier Buoys | 100 | Each | _____ | _____ |
| 0009AB | Place or Remove Lighted Buoys | 50 | Each | _____ | _____ |
| 0009AC | Place or Remove Can Buoys | 12 | Each | _____ | _____ |

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------------------|--------------------------------------|-----------------|------------|-------------------|---------------|
| 0009AD | Place or Remove Depth Gauge | 6 | Each | _____ | _____ |
| 0009AE | Repair or Add Cable or Anchors | 6 | Each | _____ | _____ |
| 0009AF | Reposition Buoys or Strings of Buoys | 6 | Each | _____ | _____ |
| 0009AG | Place or Remove Hazard Buoy | 6 | Each | _____ | _____ |

BASE YEAR TOTAL

\$_____

OPTION YEAR 1

| | | | | | |
|------|---|---|------|-------|-------|
| 1001 | Monthly buoy and depth gauge inspection and maintenance (Apr thru Oct) Ref. Sec C item 6.5 & Appendix A | 7 | Each | _____ | _____ |
|------|---|---|------|-------|-------|

PRE SEASON WORK: Beach and Depth guage placement, inspection and matinenance required to install buoys, cables and anchors. Ref Sec C items 6.2, 6.4 & 6.10

| | | | | | |
|------|---|---|------|-------|-------|
| 1002 | Pre Season at South Sandusky Beach Ref Sec C items 6.2, 6.4, 6.10 & Appendix F | 1 | Each | _____ | _____ |
|------|---|---|------|-------|-------|

| | | | | | |
|------|---|---|------|-------|-------|
| 1003 | Pre Season at North Marcum Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.1 | 1 | Each | _____ | _____ |
|------|---|---|------|-------|-------|

| | | | | | |
|------|--|---|------|-------|-------|
| 1004 | Pre Season at Dale Miller Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.5 | 1 | Each | _____ | _____ |
|------|--|---|------|-------|-------|

POST SEASON WORK: Remove and clean all beach buoys and depth gauges. Inventory all buoy related supplies and materials. Ref Sec C item 6.8

| | | | | | |
|------|--|---|------|-------|-------|
| 1005 | Post Season at South Sandusky Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
|------|--|---|------|-------|-------|

| | | | | | |
|------|--|---|------|-------|-------|
| 1006 | Post Season at North Marcum Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
|------|--|---|------|-------|-------|

| | | | | | |
|------|---|---|------|-------|-------|
| 1007 | Post Season at Dale Miller Beach Ref Sec C item 6.8 & Appendix F.5 | 1 | Each | _____ | _____ |
|------|---|---|------|-------|-------|

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------------------|---|-----------------|------------|-------------------|---------------|
| 1008 | Annual Inventory of all materials and supplies Ref Sec C item 6.9 | 1 | Each | _____ | _____ |
| 1009 | Emergency call outs as requested by the Government. Ref Sec C item 8 | | | | |
| 1009AA | Place or Remove Orange Barrier Buoys | 100 | Each | _____ | _____ |
| 1009AB | Place or Remove Lighted Buoys | 50 | Each | _____ | _____ |
| 1009AC | Place or Remove Can Buoys | 12 | Each | _____ | _____ |
| 1009AD | Place or Remove Depth Gauge | 6 | Each | _____ | _____ |
| 1009AE | Repair or Add Cable or Anchors | 6 | Each | _____ | _____ |
| 1009AF | Reposition Buoys or Strings of Buoys | 6 | Each | _____ | _____ |
| 1009AG | Place or Remove Hazard Buoy | 6 | Each | _____ | _____ |

OPTION YEAR 1 TOTAL

\$_____

OPTION YEAR 2

| | | | | | |
|------|---|---|------|-------|-------|
| 2001 | Monthly buoy and depth gauge inspection and maintenance (Apr thru Oct) Ref. Sec C item 6.5 & Appendix A | 7 | Each | _____ | _____ |
|------|---|---|------|-------|-------|

PRE SEASON WORK: Beach and Depth guage placement, inspection and matinenance required to install buoys, cables and anchors. Ref Sec C items 6.2, 6.4 & 6.10

| | | | | | |
|------|---|---|------|-------|-------|
| 2002 | Pre Season at South Sandusky Beach Ref Sec C items 6.2, 6.4, 6.10 & Appendix F | 1 | Each | _____ | _____ |
| 2003 | Pre Season at North Marcum Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.1 | 1 | Each | _____ | _____ |
| 2004 | Pre Season at Dale Miller Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.5 | 1 | Each | _____ | _____ |

POST SEASON WORK: Remove and clean all beach buoys and depth gauges. Inventory all buoy related supplies and materials. Ref Sec C item 6.8

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|----------------------------|---|-----------------|------------|-------------------|---------------|
| 2005 | Post Season at South Sandusky Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 2006 | Post Season at North Marcum Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 2007 | Post Season at Dale Miller Beach Ref Sec C item 6.8 & Appendix F.5 | 1 | Each | _____ | _____ |
| 2008 | Annual Inventory of all materials and supplies Ref Sec C item 6.9 | 1 | Each | _____ | _____ |
| 2009 | Emergency call outs as requested by the Government. Ref Sec C item 8 | | | | |
| 2009AA | Place or Remove Orange Barrier Buoys | 100 | Each | _____ | _____ |
| 2009AB | Place or Remove Lighted Buoys | 50 | Each | _____ | _____ |
| 2009AC | Place or Remove Can Buoys | 12 | Each | _____ | _____ |
| 2009AD | Place or Remove Depth Gauge | 6 | Each | _____ | _____ |
| 2009AE | Repair or Add Cable or Anchors | 6 | Each | _____ | _____ |
| 2009AF | Reposition Buoys or Strings of Buoys | 6 | Each | _____ | _____ |
| 2009AG | Place or Remove Hazard Buoy | 6 | Each | _____ | _____ |
| OPTION YEAR 2 TOTAL | | | | | \$_____ |

OPTION YEAR 3

| | | | | | |
|------|---|---|------|-------|-------|
| 3001 | Monthly buoy and depth gauge inspection and maintenance (Apr thru Oct) Ref. Sec C item 6.5 & Appendix A | 7 | Each | _____ | _____ |
|------|---|---|------|-------|-------|

PRE SEASON WORK: Beach and Depth guage placement, inspection and matinenance required to install buoys, cables and anchors. Ref Sec C items 6.2, 6.4 & 6.10

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|--|---|-----------------|------------|-------------------|---------------|
| 3002 | Pre Season at South Sandusky Beach Ref Sec C items 6.2, 6.4, 6.10 & Appendix F | 1 | Each | _____ | _____ |
| 3003 | Pre Season at North Marcum Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.1 | 1 | Each | _____ | _____ |
| 3004 | Pre Season at Dale Miller Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.5 | 1 | Each | _____ | _____ |
| POST SEASON WORK: Remove and clean all beach buoys and depth gauges. Inventory all buoy related supplies and materials. Ref Sec C item 6.8 | | | | | |
| 3005 | Post Season at South Sandusky Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 3006 | Post Season at North Marcum Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 3007 | Post Season at Dale Miller Beach Ref Sec C item 6.8 & Appendix F.5 | 1 | Each | _____ | _____ |
| 3008 | Annual Inventory of all materials and supplies Ref Sec C item 6.9 | 1 | Each | _____ | _____ |
| 3009 | Emergency call outs as requested by the Government. Ref Sec C item 8 | | | | |
| 3009AA | Place or Remove Orange Barrier Buoys | 100 | Each | _____ | _____ |
| 3009AB | Place or Remove Lighted Buoys | 50 | Each | _____ | _____ |
| 3009AC | Place or Remove Can Buoys | 12 | Each | _____ | _____ |
| 3009AD | Place or Remove Depth Gauge | 6 | Each | _____ | _____ |
| 3009AE | Repair or Add Cable or Anchors | 6 | Each | _____ | _____ |
| 3009AF | Reposition Buoys or Strings of Buoys | 6 | Each | _____ | _____ |
| 3009AG | Place or Remove Hazard Buoy | 6 | Each | _____ | _____ |

OPTION YEAR 3 TOTAL

\$ _____

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|------------------------|---|-----------------|------------|-------------------|---------------|
| OPTION YEAR 4 | | | | | |
| 4001 | Monthly buoy and depth gauge inspection and maintenance (Apr thru Oct) Ref. Sec C item 6.5 & Appendix A | 7 | Each | _____ | _____ |
| | PRE SEASON WORK: Beach and Depth guage placement, inspection and matinenance required to install buoys, cables and anchors. Ref Sec C items 6.2, 6.4 & 6.10 | | | | |
| 4002 | Pre Season at South Sandusky Beach Ref Sec C items 6.2, 6.4, 6.10 & Appendix F | 1 | Each | _____ | _____ |
| 4003 | Pre Season at North Marcum Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.1 | 1 | Each | _____ | _____ |
| 4004 | Pre Season at Dale Miller Beach Ref Sec C items 6.2, 6.4, 6.10 & appendix F.5 | 1 | Each | _____ | _____ |
| | POST SEASON WORK: Remove and clean all beach buoys and depth gauges. Inventory all buoy related supplies and materials. Ref Sec C item 6.8 | | | | |
| 4005 | Post Season at South Sandusky Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 4006 | Post Season at North Marcum Beach Ref Sec C item 6.8 & appendix F | 1 | Each | _____ | _____ |
| 4007 | Post Season at Dale Miller Beach Ref Sec C item 6.8 & Appendix F.5 | 1 | Each | _____ | _____ |
| 4008 | Annual Inventory of all materials and supplies Ref Sec C item 6.9 | 1 | Each | _____ | _____ |
| 4009 | Emergency call outs as requested by the Government. Ref Sec C item 8 | | | | |
| 4009AA | Place or Remove Orange Barrier Buoys | 100 | Each | _____ | _____ |
| 4009AB | Place or Remove Lighted Buoys | 50 | Each | _____ | _____ |
| 4009AC | Place or Remove Can Buoys | 12 | Each | _____ | _____ |
| 4009AD | Place or Remove Depth Gauge | 6 | Each | _____ | _____ |

| <u>Item Number</u> | <u>Supplies/Services</u> | <u>Quantity</u> | <u>U/I</u> | <u>Unit Price</u> | <u>Amount</u> |
|---|--------------------------------------|-----------------|------------|-------------------|---------------|
| 4009AE | Repair or Add Cable or Anchors | 6 | Each | _____ | _____ |
| 4009AF | Reposition Buoys or Strings of Buoys | 6 | Each | _____ | _____ |
| 4009AG | Place or Remove Hazard Buoy | 6 | Each | _____ | _____ |
| OPTION YEAR 4 TOTAL | | | | | \$_____ |
| GRAND TOTAL BASE & ALL OPTIONS | | | | | \$_____ |

SECTION C
REND LAKE BUOY PLACEMENT, REMOVAL, MAINTENANCE & INSPECTION

1. **GENERAL**

1.1 **Scope**. Buoy work shall consist of furnishing all labor and equipment necessary to provide placement, removal and maintenance to all buoys and buoy lines in accordance with the work schedule and specifications contained herein (see Appendix A & B). All work shall be performed to the satisfaction of the Contracting Officer or his authorized representative.

1.1.1 Personnel and equipment provided for required services must be sufficient to perform all work as required by the contract. The Contractor shall provide supervision for all services provided.

1.1.2 Task orders as necessary to accomplish the work required under this Contract may be issued by the Contracting Officer or authorized representative.

1.1.3 Each task order shall have specific quantities with maximum allowable time frames. No individual task order will be issued for less than the specified minimum nor more than the specified maximum.

1.2 **DEFINITIONS**. As used throughout these specifications, the following terms shall have the meaning set forth below:

a. **CONTRACTOR** - the term Contractor refers to the prime Contractor and all contractor employees and personnel. The prime Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

b. **CONTRACTOR REPRESENTATIVE** - a foreman or superintendent, assigned to represent the interests of the Contractor with regards to all matters involving the contract.

c. **CONTRACTING OFFICER (CO)** - the term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of their authority.

d. **QUALITY CONTROL** - the term "Quality Control" refers to action taken by the Contractor and/or their personnel to document, inspect, and control performance of services to ensure they meet the specifications and requirements of this contract.

e. **QUALITY ASSURANCE** - the term "Quality Assurance" refers to action taken by the government to ensure the Contractor's quality control system is functioning and effective, and the Contractor is providing services which are in accordance with this contract.

f. **Q.A.S.P.** - Quality Assurance Surveillance Plan. This is a detailed plan defining Government inspection methods.

g. **C.D.R.** - the Control Deficiency Report is a written record of unsatisfactory performance by the Contractor as documented by the Quality Assurance Inspection.

1.3 **Safety**. Contractor shall develop and submit a written detailed safety plan. This plan must indicate in detail the general policies and procedures for safe operation in the accomplishment of this contract. The plan shall show how the Contractor intends to perform all services in full compliance with the safety requirements set forth in EM 385-1-1, entitled "Safety and Health Requirements Manual", (Revised Sep. 1996), copies of which are available at the Rend Lake Management Office. Contractor shall

submit the safety plan to the COR for approval a minimum of fourteen working days prior to the commencement of services under this contract.

1.3.1 The Contractor shall maintain an accurate record of, and shall report monthly to the COR in the manner as prescribed, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies, and equipment necessary to work performed under this contract.

1.3.2 All equipment or materials found not to be in conformity with the requirements of EM 385-1-1 shall be removed from Government property immediately.

1.3.3 The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after the receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the Contractor.

1.3.4 Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

1.4 **Work Period**. The services under this contract shall be performed during the period of 1 April 2001 (or date of award, whichever is later) through 31 March 2006. The work will be performed in accordance with solicitation specifications and provisions. Starting date to be approximately 10 days after date of award, but not before the approximate period mentioned above.

1.5 **Water and Electricity**. All water and electricity required in the performance of this contract can be obtained from Government sources within the Recreation Area or from other sources approved by the Contracting Officer or his authorized representative.

1.6 **Contract Area (Appendix A & B)**. Locations to be maintained, number of buoys, and type of buoy will be as specified in Appendix A & B.

1.7 **Items To Be Serviced (Appendix A & B)**. The number of items and location as specified in Appendix A & B.

1.8 **Vehicles**. All vehicles utilized under this contract shall be presentable, serviceable and shall comply with all applicable state, federal and Coast Guard regulations.

1.8.1 The Contractor shall not drive off the paved or gravel access roads onto the grass at any time without prior approval of the COR.

1.8.2 All vehicles and vessels utilized under this contract must meet all safety requirements set forth in EM 385-1-1 (see 1.3 Safety).

1.8.3 All Contractor vehicles and vessels shall be identified with the company name or logo, type of business and address conspicuously displayed on the door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals with 1 1/2" or larger lettering may be used to comply with this specification.

1.9 **CAUTION**. The work area is located in heavily used recreational areas. The term "heavily used" shall be construed as areas receiving frequent use by day use activities, fishermen, swimmers, and boaters. All bidders are encouraged to attend a pre-bid conference and inspection. **WARNING IN NO EVENT WILL A FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR WITHDRAWAL OF BID AFTER OPENING.**

1.10 **Performance Evaluation Meetings**. The Contractor shall meet with the COR or his representatives as often as determined necessary by the COR in order to discuss performance. Mutual effort will be made to resolve any and all problems identified.

1.11 **Billing Procedures**. At the completion of each work item a bill for services shall be submitted to the Corps of Engineers at the following address ; Rend Lake Project Office ATTN: Phillip K Jenkins US Army ENGR. DIST. St Louis 12220 Rend City Road Benton, IL. 62812

1.12 **RESERVED**.

2. **PERSONNEL**

2.1 **Minimum Manpower Requirements**. The Contractor shall provide an adequate number of fully qualified personnel to perform the specified services properly and efficiently within the time limits specified. If the Contractor is unable to accomplish work in accordance with the requirements of this contract within the times specified, he shall immediately obtain additional personnel as necessary to fulfill the requirements of this contract.

2.2 **Employee Conduct**. The Contractor shall be responsible for insuring that his employees strictly comply with all Federal and State laws. Any illegal or criminal activity may result in the removal of Contractor employee/employees from the project.

2.3 **Removal of Contractor's Employees**. The Contracting Officer Representative may require the Contractor to immediately remove from the work site any employee of the Contractor or subcontractor, who, in the opinion of the COR, is incompetent, who endangers persons or property, or whose physical or mental condition is such that it would impair the employee's ability to safely or satisfactorily perform his work. Notification to the Contractor shall be promptly made in writing if time and circumstances permit. Otherwise, notification shall be verbal or telephonic, and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract, and immediate replacement will be made as required. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

3. **CONTRACTOR FURNISHED EQUIPMENT, MATERIALS, AND SUPPLIES**

3.1 **GENERAL**. - The Contractor shall furnish and maintain sufficient equipment suitable to perform the work. All equipment shall be maintained in safe operating conditions in accordance with paragraph 1.3 (Safety).

3.2 **Equipment, vehicles and vessels** used in performance of this contract shall be suitable to perform the work described herein. All units shall be equipped with manufacturer's recommended safety protective devices to insure worker and public safety at all times. All vessels shall comply with Coast Guard, Federal, and State regulations and requirements.

3.2.1 Contractor must provide an appropriate work vessel that can safely lift and carry an additional load capacity and buoy assembly above the normal passenger and equipment load. Any device constructed or attached to the vessel must render the vessel safe and operational during work activities and transport.

3.2.2 All Contractor equipment shall be removed from Government property at the end of each working day unless otherwise specified by the COR.

3.2.3 No vehicles and/or vessels shall be left unattended for any period of time at any boat ramp or along the lakeshore without prior approval of the COR.

3.3 **Reserved.**

3.4 **Approval of Equipment and Materials.** Prior to commencing work the Contractor shall (i) submit to the Contracting Officer or his authorized representative a written statement identifying the grade, type, quantity, mixture, and manner of application of all materials to be used during the contract period and (ii) provide a list of all equipment available to perform the services listed in this contract.

3.4.1 The Contracting Officer or his authorized representative may inspect all equipment, supplies and personnel at any time when on Government property. Any individual, crew, equipment or supplies found deficient shall be removed from service immediately until such time as deficiencies have been corrected and passed by the COR. No such removal will reduce the Contractor's obligation to perform all work required within this contract. This requirement shall not be made the basis of any claim for compensation or damages against the United States or any of its officers or agents.

3.5 If the Contractor is unable to accomplish work in accordance with the requirements of this contract within the times specified, he shall immediately obtain additional equipment necessary to fulfill the requirements of this contract.

3.6 All equipment used to perform work under this contract shall be in good operating and mechanical condition and comply with all requirements of EM 385-1-1. A regular schedule of preventive maintenance shall be followed on all equipment.

3.7 Any changes in equipment must be approved by the COR prior to implementation of any such changes.

4. **GOVERNMENT FURNISHED MATERIALS AND SUPPLIES.**

4.1 The Government will furnish certain materials and supplies, in sufficient quantities to accomplish work items. The government will supply the following: all buoys, anchors, cables, clamps, thimbles and depth gauges. These items may be picked up at the maintenance area between the hours of 0730 and 1500. All government furnished materials will be transported to and from the work area at no cost to the government. All other materials necessary to perform the provisions of this contract will be furnished by the Contractor.

5. **IDENTIFICATION OF CONTRACTOR VEHICLES/VESSELS.** All vehicles used in performance of this contract shall be clearly marked with an identification sign showing the Contractor's name, address, and phone number.

5.1 **APPROVAL OF EQUIPMENT.** The COR reserves the right to inspect any and all equipment and materials prior to, and during, the period of this contract. All material, equipment, and operating procedures must be approved by the COR prior to the commencement of work and prior to implementing any changes. The Contractor shall remove from Government property all unapproved materials and equipment.

5.1.1 The contractor will not store any of his/her property on government land. All materials supplied by the contractor will remain the property of the U.S. Government.

6.0 **BUOY MAINTENANCE/SERVICE**

6.1 **GENERAL.** The Contractor shall perform a variety of buoy maintenance services at many locations, as specified by contract. The Contractor shall perform all operations in connection with the assembling, transport, installation, and maintenance of assembly, removal, cleaning and disassembly of buoy systems. The term "buoy" as used herein includes regulatory, float collar can, coast guard type,

orange Barrier and float. Buoy maintenance will be performed Monday through Friday except when called out to do emergency repairs. **NOTE: SPLICING OF CABLE(S) IS NOT PERMITTED. NYLON ROPE IS NOT PERMITTED FOR USE ON BEACH BUOYS.**

6.2 **Beach Buoys**. Beach buoys will consist of can buoys and orange barrier float buoys connected by permaflex 5/16" cable positioned with twenty (20) feet centers and placed around the designated beach swim area. See appendix C, D, and F for exact diagrams.

6.2.1 Outlet Structure and Spillway. See appendix F for exact diagrams.

6.3 **Anchors**. Anchors weighing a minimum of 200 lbs. each will be placed outside the swimming area and in a position to maintain the specified dimensions of the beach under heavy wave action. Beach cables may require installation of a land mooring. Land mooring shall be accomplished without creating a tripping/safety hazard. Any Beach anchors left in the water or moorings left on the land shall be marked by buoys.

6.4 **Depth Marker Gauges**. Depth marker gauges will be placed at the four-foot depth level and maintained within six inches of the four foot depth position. The depth gauge will have to be moved in and out as the lake level fluctuates. The Contractor will be responsible for repainting and/or refinishing the markings on the depth gauges on an annual basis or as the COR deems necessary.

6.5 **Monthly Service**. The Contractor shall provide surveillance and maintenance of all buoys while in place on the water. Service will include but is not limited to inspection for proper location, repositioning of buoys, replacement of weights, repair of breaks in buoy perimeter cable and damage to buoys and placement of new buoys/depth gauges and removal of old ones. At no time will the items being serviced remain out of alignment or disconnected for more than a 24-hour period or for longer than a 4-hour period on Fridays, Saturdays and Sundays and on the government observed holidays of Memorial Day, Independence Day and Labor Day.

6.6 **Lighted Buoys**. Lighted buoys shall be checked during each monthly inspection and replaced if needed with Government provided lights.

6.7 **Special Events**. Contractor shall place buoys as specified by the COR prior to Special events. Placement may include any type of buoy included in bid items. Buoys needed for Special Events shall be in place at least 24 hours prior to the scheduled event. All buoys placed by emergency call out may be required to be removed no later no later than 48 hours after the conclusion of the event.

6.8 **Removal and disassembly of beach buoys and anchors**. At the end of the recreation season, beach buoy cables and anchors will be removed and disassembles and placed at a location designated by the COR. Depth gauge will be removed and stored at the Rend Lake maintenance compound. In the event the anchors cannot be removed, the original buoy will be removed for cleaning and storage and an orange barrier buoy will be used to mark the anchor location.

6.9 **Inventory** During the month of October all buoys on the lake and in storage will be counted. The condition of each buoy and its suitability for use on the lake will be included in this inventory. In addition, all cable, clamps, wire rope thimbles, buoy lights, and associated hardware will be inventoried and turned into the COR.

6.10 **Placement of individual buoys and anchors**. Individual buoys and anchors will be assembled and placed at various locations in the lake. Locations of buoys are subject to change at the discretion of the contracting officer. The Contractor shall be responsible for assembling each buoy, cable and anchor(s) and for placing it in the correct position as specified in the attached table. Cable length will be lake depth plus ten (10) feet. Buoys will be placed so that they present a uniform pattern. All individual buoys shall have a minimum weight of 200 Lbs.

6.11 **Disassembly, transporting and storage of buoys.** Individual buoys will be disassembled and stored on government property as directed by the COR.

6.12 **Cleaning of buoys.** Buoys will be washed with a strong detergent solution immediately upon removal from water. Cleaning shall remove all debris, algae and water deposits from buoys and depth gauges. Environmental protection shall be observed. Buoys will be cleaned in place both above and below the water surface using only scrub brush and water.

7. **WELDING.** General welding may be required to repair buoys. Welding will include inspection of metal parts, any kind of straightening or bending to bring pieces of metal together for welding and filing to make sure weld is free of burrs.

7.1 **Buoys hardware.** All buoys placed in the lake may have the following items welded if necessary: Ballast at base of buoy, nut at top of buoy, and thimbles to eye of buoy.

8. **EMERGENCY CALL OUT.** Under the emergency call out bid items [0009] the contractor shall be required to perform one or more of the following work items: [1] replace buoy [s] [2] place new buoy [s] [3] repairs or replacements to strings of or single barrier buoys [4] repairs to lines, cables or weights [5] repairs or replacements of lights. All buoys placed under this section may be required to be removed at the Governments discretion

9. **Hazard Buoys.** Contractor may be required to place or remove up to 12 hazard buoys as directed by the Contracting Officer. Locations of some of the hazard areas are known and are included in Appendix A while others may arise during the course of this contract.

SECTION E

INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE.

The performance by the Contractor and the quality of work delivered, including documentation or written material in support thereof, shall be subject to inspection, review, and acceptance by the Contracting Officer or his/her authorized representative (COR). Final acceptance will be accomplished by Government personnel upon completion of the services called for and as specified below.

See also, Appendix G.

2. QUALITY ASSURANCE.

The Contractor is responsible for the management and supervision of overall Contractor Quality Control. The Government has developed a Quality Assurance Surveillance Plan (QASP) to assure the Government that the work specified under the contract is completed satisfactorily. This plan is included in Appendix G of this solicitation. The QASP is included for information purposes only and will not be made part of any resulting contract. It should be noted that the Government retains the right to change or modify this plan at its discretion.

SECTION F

DELIVERS OR PERFORMANCE

1. **PERFORMANCE OF WORK** The work under this contract shall be performed during the contract/work period of 1 April 2001 through 31 March 2006. The work will be performed in accordance with solicitation specifications and provisions. A pre-work conference will be scheduled within 10 days of the award of this contract. The Contractor is required to attend this meeting.

2. **SERVICES PERFORMED THROUGH ISSUANCE OF TASK ORDERS.**

Delivery/Performance Schedules for those items contained in Schedules B, C, D, and E, will be defined in each individual Task Order issued.

SECTION G Contract Administration Data

SECTION G

CONTRACT ADMINISTRATION DATA

PAYMENT. Payment will be made monthly and upon completion of each individual task order, for work performed during the billing period at applicable contract unit price, upon receipt of the correct invoice in quadruplicate. Each invoice shall contain the following information:

Contractor's name and address exactly as it appears on the contract (Standard Form 33),

Contract number,

Delivery Order Number (if applicable),

Description of Work,

Quantity of work completed,

Unit,

Unit price,

Extended totals.

In the event an area is closed for any reason, the Government shall have the right to reduce the amount of payment in accordance with the specified unit price of the area for duration the area is closed.

CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative will provide liaison for the contract between the Government and the Contractor. The Contracting Officer's Representative is not, however, authorized to change any of the terms and conditions of the contract, make decisions concerning dispute arising under the contract, or terminate the contract or any portion thereof.

FUNDS AVAILABLE

The applicable appropriation having a balance sufficient to cover the cost of any procurements made hereunder will be cited on each task order.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

REQUIRED INSURANCE

(a) As required by the Contract Clause entitled "Insurance—Work on a Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required wording indicated in paragraph b of the aforementioned Contract Clause.

(1) Workmen's Compensation – Amounts required by applicable jurisdictional statutes.

(2) Employer's Liability Insurance – \$100,000.00

(3) Comprehensive General Liability Insurance – (No property damage liability insurance is required.)

| | | |
|---------------|---|--------------------------|
| Bodily Injury | — | \$500,000 per occurrence |
|---------------|---|--------------------------|

(4) Comprehensive Automobile Insurance –

| | | |
|-----------------|---|-------------------------|
| Bodily Injury | — | \$200,000 each person |
| | | \$500,000 each accident |
| Property Damage | — | \$ 20,000 each accident |

(b) Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District, Corps of Engineers
Rend Lake Project Office
12220 Rend City Road
Benton, IL 62812

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

| | |
|---------|---------|
| Laborer | \$19.78 |
|---------|---------|

(End of clause)

SUPERVISION

The Contractor shall provide adequate supervision of his employees to insure compliance with the contract specifications. The Contractor or his designated supervisor (s) shall be required to meet with the Contracting Officer or his authorized representative on scheduled working days at time specified.

WAGE DETERMINATION NO: 94-2309 REV (21) AREA: MO,ST. LOUISWAGE DETERMINATION NO: **94-2309** REV (21) AREA: MO,ST. LOUIS

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2309

Revision No.: 21

Date Of Last Revision: 12/22/2000

States: Illinois, Missouri

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison, Marion, Massac, Mo, Perry, Pope, Pulaski, Randolph, Saline, St Clair, Union, Washington, Wayne, Williams, Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, St Louis, Ste Genevieve, Warren, Washington

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

| | |
|--------------------------------------|-------|
| Accounting Clerk I | 10.12 |
| Accounting Clerk II | 11.01 |
| Accounting Clerk III | 13.17 |
| Accounting Clerk IV | 16.88 |
| Court Reporter | 11.45 |
| Dispatcher, Motor Vehicle | 12.79 |
| Document Preparation Clerk | 9.88 |
| Duplicating Machine Operator | 9.88 |
| Film/Tape Librarian | 9.90 |
| General Clerk I | 8.29 |
| General Clerk II | 9.95 |
| General Clerk III | 11.34 |
| General Clerk IV | 14.03 |
| Housing Referral Assistant | 15.46 |
| Key Entry Operator I | 8.19 |
| Key Entry Operator II | 9.53 |
| Messenger (Courier) | 8.31 |
| Order Clerk I | 8.53 |
| Order Clerk II | 10.99 |
| Personnel Assistant (Employment) I | 10.47 |
| Personnel Assistant (Employment) II | 11.76 |
| Personnel Assistant (Employment) III | 13.99 |
| Personnel Assistant (Employment) IV | 15.53 |
| Production Control Clerk | 15.48 |
| Rental Clerk | 11.37 |
| Scheduler, Maintenance | 11.37 |
| Secretary I | 11.37 |
| Secretary II | 13.14 |
| Secretary III | 15.46 |
| Secretary IV | 19.22 |
| Secretary V | 23.47 |

| | |
|--|-------|
| Service Order Dispatcher | 11.06 |
| Stenographer I | 10.46 |
| Stenographer II | 11.66 |
| Supply Technician | 19.22 |
| Survey Worker (Interviewer) | 11.45 |
| Switchboard Operator-Receptionist | 8.67 |
| Test Examiner | 13.14 |
| Test Proctor | 13.14 |
| Travel Clerk I | 8.37 |
| Travel Clerk II | 9.02 |
| Travel Clerk III | 9.62 |
| Word Processor I | 10.30 |
| Word Processor II | 11.88 |
| Word Processor III | 15.18 |
| Automatic Data Processing Occupations | |
| Computer Data Librarian | 9.70 |
| Computer Operator I | 8.99 |
| Computer Operator II | 11.20 |
| Computer Operator III | 15.00 |
| Computer Operator IV | 16.96 |
| Computer Operator V | 18.47 |
| Computer Programmer I (1) | 15.68 |
| Computer Programmer II (1) | 15.80 |
| Computer Programmer III (1) | 18.63 |
| Computer Programmer IV (1) | 24.52 |
| Computer Systems Analyst I (1) | 20.73 |
| Computer Systems Analyst II (1) | 24.62 |
| Computer Systems Analyst III (1) | 27.62 |
| Peripheral Equipment Operator | 9.70 |
| Automotive Service Occupations | |
| Automotive Body Repairer, Fiberglass | 19.47 |
| Automotive Glass Installer | 17.92 |
| Automotive Worker | 17.92 |
| Electrician, Automotive | 18.69 |
| Mobile Equipment Servicer | 16.35 |
| Motor Equipment Metal Mechanic | 19.47 |
| Motor Equipment Metal Worker | 17.92 |
| Motor Vehicle Mechanic | 18.29 |
| Motor Vehicle Mechanic Helper | 15.18 |
| Motor Vehicle Upholstery Worker | 17.13 |
| Motor Vehicle Wrecker | 17.92 |
| Painter, Automotive | 18.69 |
| Radiator Repair Specialist | 17.92 |
| Tire Repairer | 15.80 |
| Transmission Repair Specialist | 19.47 |
| Food Preparation and Service Occupations | |
| Baker | 10.97 |
| Cook I | 10.02 |
| Cook II | 10.97 |
| Dishwasher | 7.97 |
| Food Service Worker | 7.59 |
| Meat Cutter | 11.37 |
| Waiter/Waitress | 7.85 |
| Furniture Maintenance and Repair Occupations | |
| Electrostatic Spray Painter | 18.69 |
| Furniture Handler | 12.84 |
| Furniture Refinisher | 18.69 |
| Furniture Refinisher Helper | 15.18 |
| Furniture Repairer, Minor | 17.13 |
| Upholsterer | 18.69 |

General Services and Support Occupations

| | |
|------------------------------|-------|
| Cleaner, Vehicles | 7.43 |
| Elevator Operator | 8.15 |
| Gardener | 11.52 |
| House Keeping Aid I | 7.25 |
| House Keeping Aid II | 7.90 |
| Janitor | 7.90 |
| Laborer, Grounds Maintenance | 9.03 |
| Maid or Houseman | 7.25 |
| Pest Controller | 12.05 |
| Refuse Collector | 8.15 |
| Tractor Operator | 10.80 |
| Window Cleaner | 8.75 |

Health Occupations

| | |
|---|-------|
| Dental Assistant | 11.81 |
| Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 12.00 |
| Licensed Practical Nurse I | 11.72 |
| Licensed Practical Nurse II | 13.13 |
| Licensed Practical Nurse III | 14.70 |
| Medical Assistant | 9.36 |
| Medical Laboratory Technician | 10.76 |
| Medical Record Clerk | 10.76 |
| Medical Record Technician | 12.97 |
| Nursing Assistant I | 7.04 |
| Nursing Assistant II | 7.74 |
| Nursing Assistant III | 8.33 |
| Nursing Assistant IV | 9.36 |
| Pharmacy Technician | 11.66 |
| Phlebotomist | 9.89 |
| Registered Nurse I | 14.97 |
| Registered Nurse II | 18.31 |
| Registered Nurse II, Specialist | 18.31 |
| Registered Nurse III | 22.15 |
| Registered Nurse III, Anesthetist | 22.15 |
| Registered Nurse IV | 26.55 |

Information and Arts Occupations

| | |
|-------------------------|-------|
| Audiovisual Librarian | 16.74 |
| Exhibits Specialist I | 14.81 |
| Exhibits Specialist II | 18.11 |
| Exhibits Specialist III | 19.51 |
| Illustrator I | 14.81 |
| Illustrator II | 18.11 |
| Illustrator III | 19.51 |
| Librarian | 20.44 |
| Library Technician | 11.45 |
| Photographer I | 13.20 |
| Photographer II | 14.81 |
| Photographer III | 18.11 |
| Photographer IV | 19.51 |
| Photographer V | 23.60 |

Laundry, Dry Cleaning, Pressing and Related Occupations

| | |
|--|------|
| Assembler | 6.48 |
| Counter Attendant | 6.48 |
| Dry Cleaner | 8.26 |
| Finisher, Flatwork, Machine | 6.48 |
| Presser, Hand | 6.48 |
| Presser, Machine, Drycleaning | 6.48 |
| Presser, Machine, Shirts | 6.48 |
| Presser, Machine, Wearing Apparel, Laundry | 6.48 |
| Sewing Machine Operator | 8.84 |

| | |
|--|-------|
| Tailor | 9.41 |
| Washer, Machine | 7.13 |
| Machine Tool Operation and Repair Occupations | |
| Machine-Tool Operator (Toolroom) | 18.69 |
| Tool and Die Maker | 21.97 |
| Material Handling and Packing Occupations | |
| Forklift Operator | 14.38 |
| Fuel Distribution System Operator | 16.35 |
| Material Coordinator | 17.39 |
| Material Expediter | 17.39 |
| Material Handling Laborer | 17.50 |
| Order Filler | 11.74 |
| Production Line Worker (Food Processing) | 13.62 |
| Shipping Packer | 11.81 |
| Shipping/Receiving Clerk | 11.81 |
| Stock Clerk (Shelf Stocker; Store Worker II) | 12.72 |
| Store Worker I | 9.55 |
| Tools and Parts Attendant | 14.23 |
| Warehouse Specialist | 12.16 |
| Mechanics and Maintenance and Repair Occupations | |
| Aircraft Mechanic | 19.47 |
| Aircraft Mechanic Helper | 15.18 |
| Aircraft Quality Control Inspector | 20.24 |
| Aircraft Servicer | 17.13 |
| Aircraft Worker | 17.92 |
| Appliance Mechanic | 18.69 |
| Bicycle Repairer | 15.80 |
| Cable Splicer | 19.47 |
| Carpenter, Maintenance | 19.06 |
| Carpet Layer | 20.29 |
| Electrician, Maintenance | 22.07 |
| Electronics Technician, Maintenance I | 17.22 |
| Electronics Technician, Maintenance II | 20.45 |
| Electronics Technician, Maintenance III | 20.61 |
| Fabric Worker | 17.13 |
| Fire Alarm System Mechanic | 19.74 |
| Fire Extinguisher Repairer | 16.35 |
| Fuel Distribution System Mechanic | 19.74 |
| General Maintenance Worker | 17.33 |
| Heating, Refrigeration and Air Conditioning Mechanic | 19.74 |
| Heavy Equipment Mechanic | 19.74 |
| Heavy Equipment Operator | 21.59 |
| Instrument Mechanic | 19.74 |
| Laborer | 10.31 |
| Locksmith | 18.69 |
| Machinery Maintenance Mechanic | 17.58 |
| Machinist, Maintenance | 21.31 |
| Maintenance Trades Helper | 15.18 |
| Millwright | 19.52 |
| Office Appliance Repairer | 18.69 |
| Painter, Aircraft | 18.69 |
| Painter, Maintenance | 18.69 |
| Pipefitter, Maintenance | 24.16 |
| Plumber, Maintenance | 21.41 |
| Pneudraulic Systems Mechanic | 19.47 |
| Rigger | 19.47 |
| Scale Mechanic | 17.92 |
| Sheet-Metal Worker, Maintenance | 19.97 |
| Small Engine Mechanic | 17.92 |
| Telecommunication Mechanic I | 19.47 |

| | |
|--|-------|
| Telecommunication Mechanic II | 20.24 |
| Telephone Lineman | 19.47 |
| Welder, Combination, Maintenance | 19.47 |
| Well Driller | 19.47 |
| Woodcraft Worker | 19.47 |
| Woodworker | 16.35 |
| Miscellaneous Occupations | |
| Animal Caretaker | 9.19 |
| Carnival Equipment Operator | 10.80 |
| Carnival Equipment Repairer | 11.52 |
| Carnival Worker | 7.62 |
| Cashier | 6.38 |
| Desk Clerk | 7.28 |
| Embalmer | 18.25 |
| Lifeguard | 6.97 |
| Mortician | 15.94 |
| Park Attendant (Aide) | 8.75 |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 6.97 |
| Recreation Specialist | 12.33 |
| Recycling Worker | 10.80 |
| Sales Clerk | 6.97 |
| School Crossing Guard (Crosswalk Attendant) | 7.32 |
| Sport Official | 6.97 |
| Survey Party Chief (Chief of Party) | 10.60 |
| Surveying Aide | 6.38 |
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 8.75 |
| Swimming Pool Operator | 11.02 |
| Vending Machine Attendant | 9.39 |
| Vending Machine Repairer | 10.97 |
| Vending Machine Repairer Helper | 9.39 |
| Personal Needs Occupations | |
| Child Care Attendant | 7.01 |
| Child Care Center Clerk | 9.75 |
| Chore Aid | 7.26 |
| Homemaker | 10.84 |
| Plant and System Operation Occupations | |
| Boiler Tender | 19.47 |
| Sewage Plant Operator | 18.69 |
| Stationary Engineer | 19.47 |
| Ventilation Equipment Tender | 15.18 |
| Water Treatment Plant Operator | 18.69 |
| Protective Service Occupations | |
| Alarm Monitor | 13.68 |
| Corrections Officer | 14.49 |
| Court Security Officer | 15.21 |
| Detention Officer | 14.49 |
| Firefighter | 15.49 |
| Guard I | 8.65 |
| Guard II | 13.68 |
| Police Officer | 17.54 |
| Stevedoring/Longshoremen Occupations | |
| Blocker and Bracer | 16.40 |
| Hatch Tender | 14.26 |
| Line Handler | 14.26 |
| Stevedore I | 14.61 |
| Stevedore II | 15.94 |
| Technical Occupations | |
| Air Traffic Control Specialist, Center (2) | 26.13 |
| Air Traffic Control Specialist, Station (2) | 18.03 |
| Air Traffic Control Specialist, Terminal (2) | 19.86 |

| | |
|---|-------|
| Archeological Technician I | 13.07 |
| Archeological Technician II | 14.62 |
| Archeological Technician III | 18.11 |
| Cartographic Technician | 20.83 |
| Civil Engineering Technician | 18.45 |
| Computer Based Training (CBT) Specialist/ Instructor | 20.73 |
| Drafter I | 13.42 |
| Drafter II | 15.17 |
| Drafter III | 18.43 |
| Drafter IV | 20.83 |
| Engineering Technician I | 12.69 |
| Engineering Technician II | 14.26 |
| Engineering Technician III | 16.82 |
| Engineering Technician IV | 22.31 |
| Engineering Technician V | 26.60 |
| Engineering Technician VI | 33.01 |
| Environmental Technician | 19.51 |
| Flight Simulator/Instructor (Pilot) | 24.62 |
| Graphic Artist | 20.73 |
| Instructor | 20.94 |
| Laboratory Technician | 17.24 |
| Mathematical Technician | 19.41 |
| Paralegal/Legal Assistant I | 12.69 |
| Paralegal/Legal Assistant II | 16.74 |
| Paralegal/Legal Assistant III | 19.80 |
| Paralegal/Legal Assistant IV | 23.96 |
| Photooptics Technician | 22.31 |
| Technical Writer | 24.52 |
| Unexploded (UXO) Safety Escort | 16.61 |
| Unexploded (UXO) Sweep Personnel | 16.61 |
| Unexploded Ordnance (UXO) Technician I | 16.61 |
| Unexploded Ordnance (UXO) Technician II | 20.10 |
| Unexploded Ordnance (UXO) Technician III | 24.09 |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 15.51 |
| Weather Observer, Senior (3) | 16.96 |
| Weather Observer, Upper Air (3) | 15.51 |
| Transportation/ Mobile Equipment Operation Occupations | |
| Bus Driver | 14.40 |
| Parking and Lot Attendant | 9.69 |
| Shuttle Bus Driver | 13.67 |
| Taxi Driver | 10.06 |
| Truckdriver, Heavy Truck | 18.33 |
| Truckdriver, Light Truck | 13.67 |
| Truckdriver, Medium Truck | 14.40 |
| Truckdriver, Tractor-Trailer | 18.33 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or success weeks after 8 years, and 4 weeks after 15 years. Length of service includes the who of continuous service with the present contractor or successor, wherever employed, a the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther Ki Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substiti any of the named holidays another day off with pay in accordance with a plan communi to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine covered under high degree hazard.)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work on such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties required are not performed by a classification already listed in the wage determination. Remember it is not the job title, but the required tasks that determine whether a class is in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination.

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|-----------------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 1997 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-16 | Variation In Quantity | APR 1984 |
| 52.214-29 | Order Of Precedence--Sealed Bidding | JAN 1986 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | JUL 1996 |
| 52.219-8 | Utilization of Small Business Concerns | OCT 2000 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | SEP 2000 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | FEB 1999 |
| 52.222-35 | Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era | APR 1998 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era | JAN 1999 |
| 52.222-41 | Service Contract Act Of 1965, As Amended | MAY 1989 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | MAY 1989 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | APR 1998 |
| 52.223-6 | Drug Free Workplace | JAN 1997 |
| 52.225-11 | Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements | FEB 2000 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUL 2000 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.229-3 | Federal, State And Local Taxes | JAN 1991 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | MAY 1997 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.233-1 | Disputes | DEC 1998 |
| 52.233-3 | Protest After Award | AUG 1996 |

| | | |
|----------------|--|----------|
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items and Commercial Components | OCT 1998 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.248-1 | Value Engineering | FEB 2000 |
| 52.249-1 | Termination For Convenience Of The Government (Fixed Price) | APR 1984 |
| | (Short Form) | |
| 52.249-4 | Termination For Convenience Of The Government (Services) | APR 1984 |
| | (Short Form) | |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies | MAR 1999 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | MAR 1998 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 1991 |
| 252.225-7009 | Duty-Free Entry--Qualifying Country Supplies (End Products and Components) | AUG 2000 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea | MAR 2000 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **the next five years**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$200.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of **\$15,000.00**;
 - (2) Any order for a combination of items in excess of **\$15,000.00**; or
 - (3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **60 days beyond the 12 month contract period**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about

January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 48839.

(2) The small business size standard is \$5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;

☐ is ☐ is not a Minority Institution.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

| | | |
|-----------|--|----------|
| 52.204-6 | Data Universal Numbering System (DUNS) Number | JUN 1999 |
| 52.214-1 | Solicitation Definitions--Sealed Bidding | JUL 1987 |
| 52.214-3 | Amendments To Invitations For Bids | DEC 1989 |
| 52.214-4 | False Statements In Bids | APR 1984 |
| 52.214-5 | Submission Of Bids | MAR 1997 |
| 52.214-6 | Explanation To Prospective Bidders | APR 1984 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids | NOV 1999 |
| 52.214-9 | Failure To Submit Bid | JUL 1995 |
| 52.214-10 | Contract Award--Sealed Bidding | JUL 1990 |
| 52.214-12 | Preparation Of Bids | APR 1984 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US Army Corps of Engineers, St. Louis District, 1222 Spruce Street, Room 4.207, St. Louis, MO 63103-2833.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any FAR Supplement (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

- (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
 - (c) Do not delay submission of the offer pending receipt of a CAGE code.
- (End of provision)

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.232-15 Progress Payments Not Included

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

APPENDIX A

GENERAL BUOY INFORMATION

| LOCATION | BUOY TYPE | QUANTITY |
|--|----------------|----------|
| Dam West Boat Ramp | Slow No Wake | 1 |
| Marina | *Slow No Wake | 1 |
| South Sandusky Beach | Orange Barrier | 68 |
| | No Boats | 10 |
| | Swim Area | 10 |
| | Depth Gauges | 4 |
| Sandusky Cove | No Wake | 6 |
| | Slow No Wake | 1 |
| Jackie Branch Bridge Rt. 154 | *Slow No Wake | 2 |
| Jackie Branch Boat Ramp | Slow No Wake | 2 |
| Turnip Patch Boat Ramp | Slow No Wake | 1 |
| Ina Boat Ramp | Slow No Wake | 1 |
| Muddy Bridge Rt. 154 | *Slow No Wake | 2 |
| Sailboat Harbor | Slow No Wake | 1 |
| Gun Creek Bridge Rt. 154 | *Slow No Wake | 2 |
| Rt. #37 | Slow No Wake | 2 |
| Interstate Rt. #57 | Slow No Wake | 2 |
| Rend Lake Conservancy Dist. Boat Ramp | Slow No Wake | 1 |
| Gun Creek Boat Ramp | Slow No Wake | 1 |
| North Marcum Boat Ramp | Slow No Wake | 1 |

| LOCATION | BUOY TYPE | QUANTITY |
|--|-------------------|----------|
| North Marcum Beach | Barrier Float | 40 |
| | Swim area | 4 |
| | No Boats | 4 |
| | Depth Gauges | 3 |
| Marcum Cove | No Wake | 4 |
| Marcum Cove | Slow No Wake | 2 |
| Dale Miller Beach | Barrier Float | 21 |
| | No Boat/Swim Area | 4 |
| | Depth Gauge | 2 |
| South Marcum Boat Ramp | Slow No Wake | 1 |
| Dam/ Spillway | Barrier Float | 26 |
| | Slow No Wake | 1 |
| | *Danger No Boats | 1 |
| Special Events | No Boats | 10 |
| Outlet Channel | Barrier Float | 16 |
| Silo Slab (South of Sailboat Harbor; See Photo) | Hazard Area | 1 |
| House Foundation (South of Rt.154 Near the Gun Creek Bridge; See Photo) | Hazard Area | 1 |
| Rend Lake Resort (Entrance to Harbor) | Hazard Area | 2 |
| Island Northeast Of Rend Lake Marina | Hazard Area | 1 |

* Denotes lighted buoy.

APPENDIX B

Rend Lake Buoy Line Contract

BUOY DESCRIPTION, LOCATION, AND QUANTITY

| LOCATION | BUOY TYPE | QUANTITY |
|----------|-----------|----------|
|----------|-----------|----------|

| | | |
|-----------------------|--------------|---|
| 1. DAM WEST BOAT RAMP | Slow-No Wake | 1 |
|-----------------------|--------------|---|

Positioned due east of boat ramp approximately 100 feet, centered with the boat ramp.

| | | |
|-----------|---------------|---|
| 2. MARINA | *Slow No Wake | 1 |
|-----------|---------------|---|

Centered in the mouth of the entrance to the marina and located 50' east of the mouth of the entrance.

| | | |
|-------------------------|---------------------------|----|
| 3. SOUTH SANDUSKY BEACH | Orange Barrier Float buoy | 78 |
|-------------------------|---------------------------|----|

South beach line will extend east 17 buoys to corner, 33 buoys North to corner, then extend west to shoreline 18 buoys. Buoy line will be anchored at each corner and to the shoreline on each end. Anchor should not create a tripping hazard in the sand. This line will have to be moved according to the rise and fall of the water.

All 78 buoys should be in the water and not on the sand when the water level goes down. Each corner will also have a can or nun buoy anchored to designate the corner.

| | |
|----------|----|
| No Boats | 10 |
|----------|----|

Positioned to the outside of the orange barrier float buoys 50' and spaced evenly. Alternate "No Boats" and "Swim Area" buoys around the perimeter on all three sides.

| | |
|-----------|----|
| Swim Area | 10 |
|-----------|----|

Alternate "Swim Area" buoys with "No Boat" buoys to line the perimeter of the swim area. Position approximately 50 feet from the orange barrier float buoys. This is to create a safe zone for the swim area.

| | |
|--------------|---|
| Depth Gauges | 4 |
|--------------|---|

Place 3 feet outside the swim area orange pumpkin buoy line at the 4' depth. One depth gauge shall be placed on the north end, one on the south end and one in the center on the east side of the swim area.

| LOCATION | BUOY TYPE | QUANTITY |
|------------------|---------------------|----------|
| 4. SANDUSKY COVE | Entire Cove No Wake | 6 |

A straight line of buoys should extend across the Sandusky cove beginning at a point approximately 200 feet east of the North Sandusky boat ramp and end at the east point of the South Sandusky tent area.

| | |
|--------------|---|
| Slow No Wake | 1 |
|--------------|---|

Centered on the boat ramp approximately 100' north of ramp.

| | | | |
|-------------------------|----------|--------------|---|
| 5. JACKIE BRANCH BRIDGE | *Rt. 154 | Slow No Wake | 2 |
|-------------------------|----------|--------------|---|

Position buoy in the center of the bridge, out approximately 100' from the bridge. One buoy should be located on the north and one on the south side of the bridge.

| | | |
|----------------------------|--------------|---|
| 6. JACKIE BRANCH BOAT RAMP | Slow No Wake | 2 |
|----------------------------|--------------|---|

Centered in the cove approximately 100' out from the boat ramp.

| | | |
|---------------------------|--------------|---|
| 7. TURNIP PATCH BOAT RAMP | Slow No Wake | 1 |
|---------------------------|--------------|---|

Positioned approximately 100' east of the boat ramp.

| | | |
|------------------|--------------|---|
| 8. INA BOAT RAMP | Slow No Wake | 1 |
|------------------|--------------|---|

Centered in the mouth of the entrance to the boat ramp, west approximately 100' from the mouth.

| | | | |
|---------------------|---------|---------------|---|
| 9. BIG MUDDY BRIDGE | RT. 154 | *Slow No Wake | 2 |
|---------------------|---------|---------------|---|

Centered with the bridge, one buoy to the North side of the bridge approximately 100' and one buoy out to the South side approximately 100'.

| | | |
|---------------------|--------------|---|
| 12. SAILBOAT HARBOR | Slow No Wake | 1 |
|---------------------|--------------|---|

Center of the entrance, approximately 100' to the west.

13. GUN CREEK BRIDGE Rt. 154 *Slow No Wake 2

Centered on the bridge, one buoy to the North side of the bridge approximately 100' and one buoy to the South side approximately 100'.

| LOCATION | | BUOY TYPE | QUANTITY |
|-------------------|--------|--------------|----------|
| 14. RT. 37 BRIDGE | RT. 37 | Slow No Wake | 2 |

Centered on the bridge, one buoy to the north of the bridge approx. 100 ft. One buoy to the south of the bridge approx. 100 ft.

15. I-57 Slow No Wake 2

Centered on the bridge, one buoy to the north of the bridge approx. 100 ft. One buoy to the south of the bridge approx. 100 ft.

16. REND LAKE CONSERVANCY DISTRICT BOAT RAMP

Slow No Wake 1

Centered with the ramp approx. 100 ft. north of the ramp.

17. GUN CREEK BOAT RAMP Slow No Wake 1

Centered in the cove approx. 100 ft. from the boat ramp.

18. NORTH MARCUM BOAT RAM Slow No Wake 1

Centered with the ramp approx. 100 ft. north of the ramp.

19. NORTH MARCUM BEACH Orange Barrier Float buoy 40

Buoy line shall extend 10 buoys east, turn with a nun or can buoy and extend to the north 30 buoys. Buoy line shall be anchored at each shoreline. Anchors shall not create a tripping hazard in the sand.

Swim Area 4

Alternate "Swim Area" and "No Boats" buoys in a straight line from the rip rap on the south to the shoreline on the north to

form a safety zone. Buoys shall be placed approximately 50' east of the orange barrier float buoy line.

No Boats 3

See "Swim Area" buoy description.

Depth Gauge 3

| LOCATION | BUOY TYPE | QUANTITY |
|---|------------------|-----------------|
| Located one on the south end of the beach, one on the north/east side of the beach and one in the center along the North/South line. All depth gauges shall be placed approximately 3' on the outside of the barrier float buoy line. | | |

| | | |
|----------------------------|--------------|---|
| 20. SOUTH MARCUM BOAT RAMP | Slow No Wake | 1 |
|----------------------------|--------------|---|

Centered in the cove approximately 100' from the boat ramp.

| | | |
|-----------------|---------------------|---|
| 21. MARCUM COVE | Entire Cove No Wake | 4 |
|-----------------|---------------------|---|

Space buoys evenly across the cove beginning at a point approximately 200 yds west of the power line and extending in a straight line from the north shoreline to the south shoreline.

| | | |
|-----------------|--------------|---|
| 22. MARCUM COVE | Slow No Wake | 2 |
|-----------------|--------------|---|

Position one buoy in the center of the cove that leads to the Sleepy Hollow beach area and one in the center of the cove that is to the south of the South Marcum tent area.

| | | |
|-----------------------|---------------------------|----|
| 23. Dale Miller BEACH | Orange Barrier Float Buoy | 21 |
|-----------------------|---------------------------|----|

Buoy line shall extend west 7 buoys from the shoreline on the North side of the beach, turn with a nun or can buoy. North/South line shall be 7 buoys long and corner with a can or nun buoy then extend east with 7 buoys. Buoy line on both ends shall be anchored on the shoreline. Anchors should not create a tripping hazard in the sand.

No Boat/ Swim Area 2

One buoy to be placed in the center of the North/South section and one centered on the North side of the East/West section of the orange pumpkin buoys. Buoys should be placed approximately 50' outside the orange pumpkin buoy line.

24. DAM/SPILLWAY Orange Barrier Float buoy 26

Line of buoys should be placed across spillway channel from one side to the other. Line should be placed approximately 50' North of the roadway.

| LOCATION | BUOY TYPE | QUANTITY |
|----------|-----------------|----------|
| | Danger No Boats | 1 |

Positioned approximately 10' north of orange pumpkin buoy line.

| | |
|--------------|---|
| Slow No Wake | 1 |
|--------------|---|

Centered in the entrance to the spillway channel.

| | |
|-------------------|----|
| Special Events No | 10 |
|-------------------|----|

Positioned approximately 250' apart beginning at the gateway on the outlet structure and curving around in an arch to the point north of the Visitor Center amphitheater.

26. OUTLET CHANNEL Orange Barrier Float 16

Buoy lines shall be centered around outlet structure. Lines should be placed approximately 100' east and 100' west of structure. Each section should contain 10 buoys for a total distance of approximately 200' per section. Line sections shall run north and south, east and west and north and south to create a barrier around the outlet structure. Anchors shall be secured at each corner with a can or nun buoy

| | | |
|---------------|-------------|---|
| 26. SILO SLAB | Hazard Area | 1 |
|---------------|-------------|---|

See Appendix E. Buoy shall be placed on the south side of the hazard (silo slab).

| | | |
|----------------------|-------------|---|
| 27. HOUSE FOUNDATION | Hazard Area | 1 |
|----------------------|-------------|---|

See Appendix E.

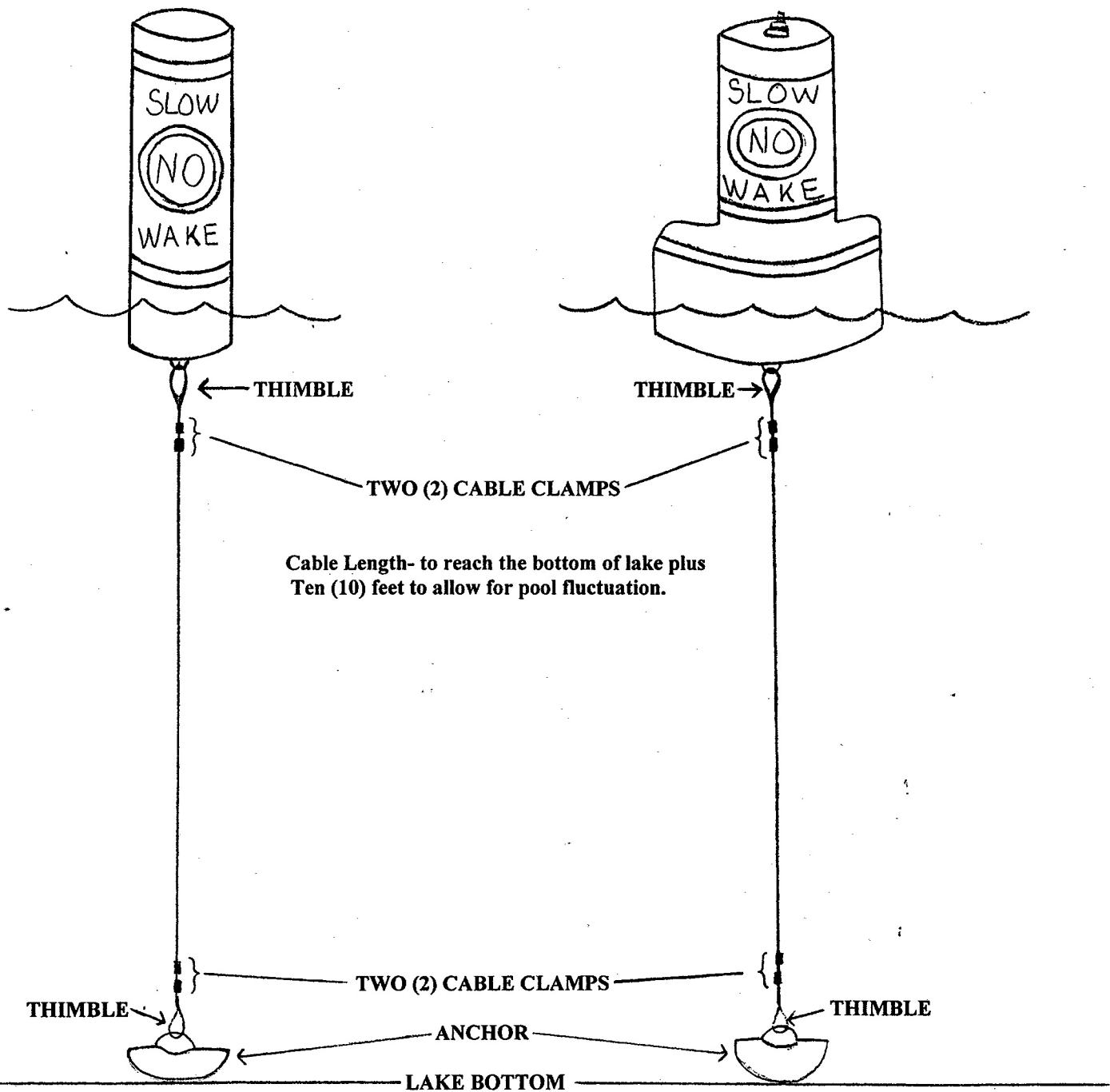
| | | |
|----------------------|-------------|---|
| 28. REND LAKE RESORT | Hazard Area | 2 |
|----------------------|-------------|---|

See Appendix E.

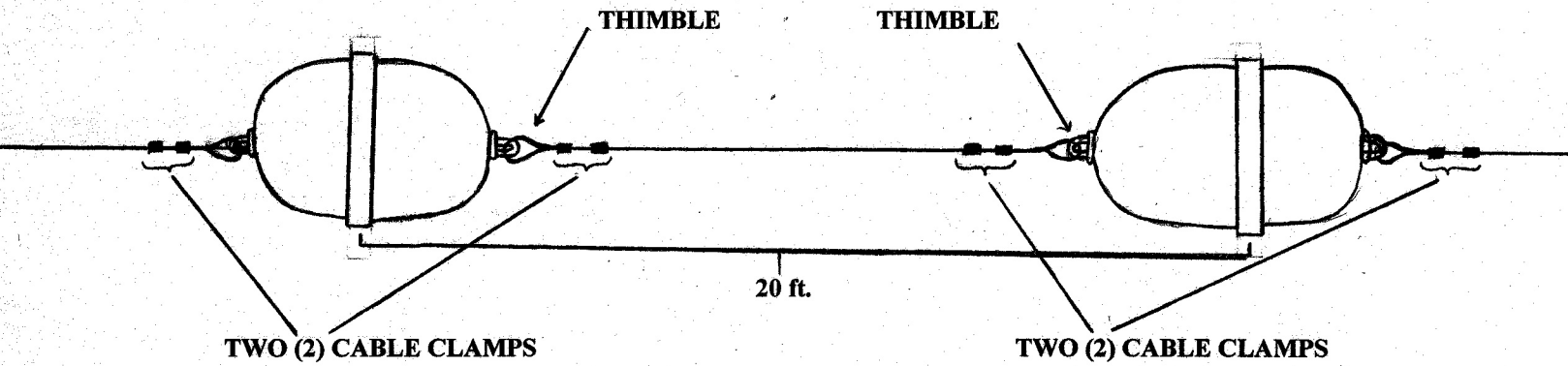
| | | | |
|-----|----------------------------|-------------|---|
| 29. | ISLAND NORTHEAST OF MARINA | Hazard Area | 1 |
|-----|----------------------------|-------------|---|

* DENOTES LIGHTED BUOY

APPENDIX C
TYPICAL FOR SINGLE BUOYS

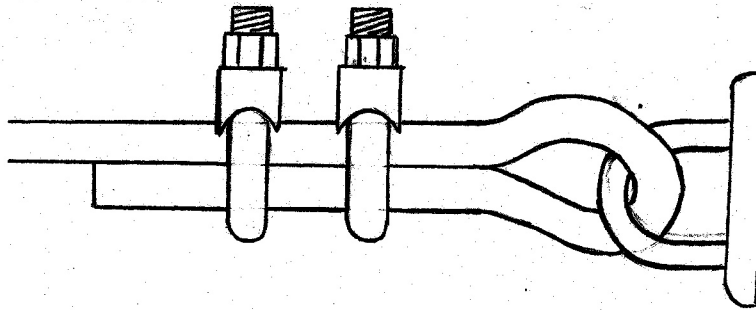


APPENDIX D
TYPICAL FOR CABLE BUOY ANCHORAGE



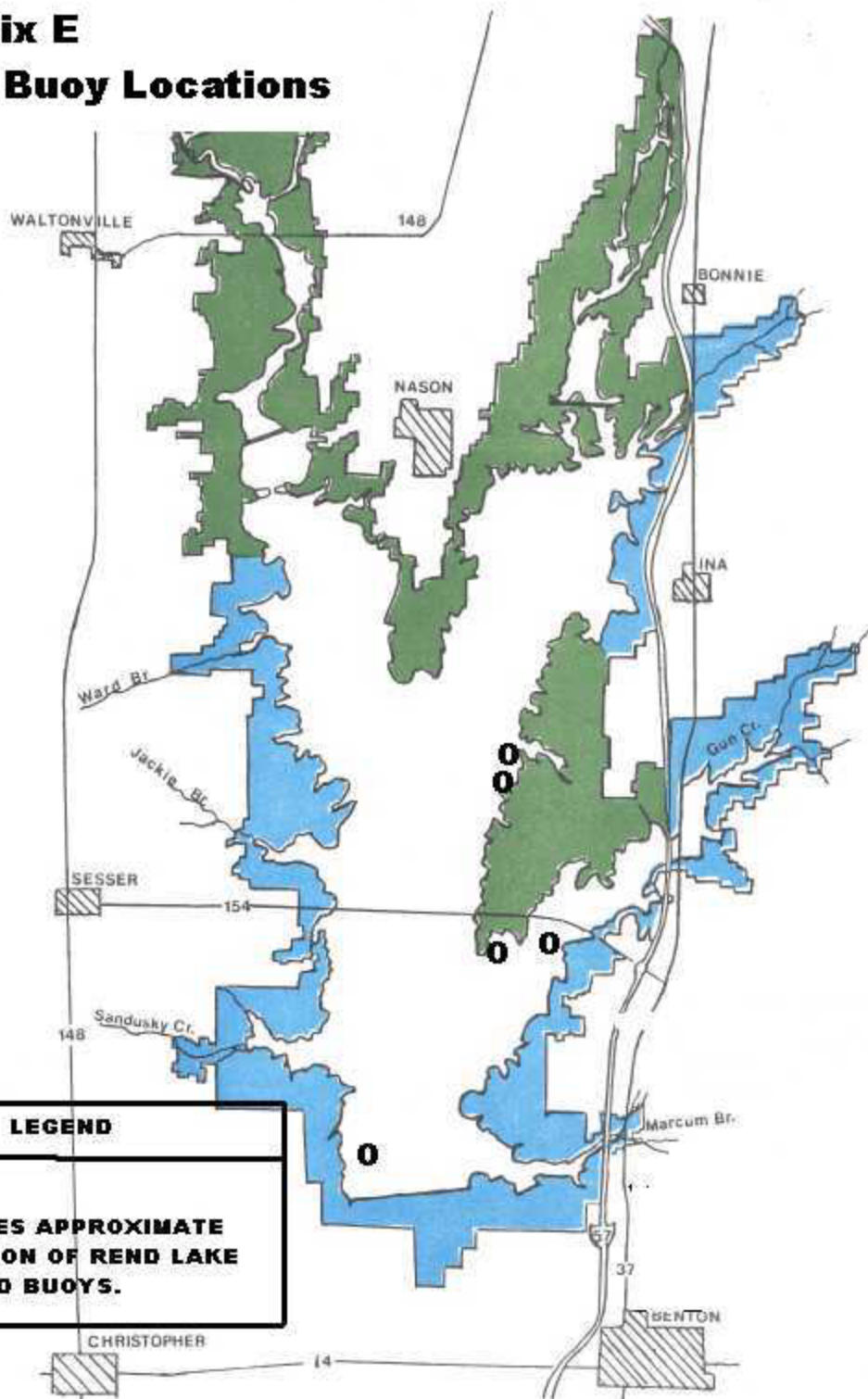
Ends of cable buoy line are connected to cables which are attached to concrete anchors.

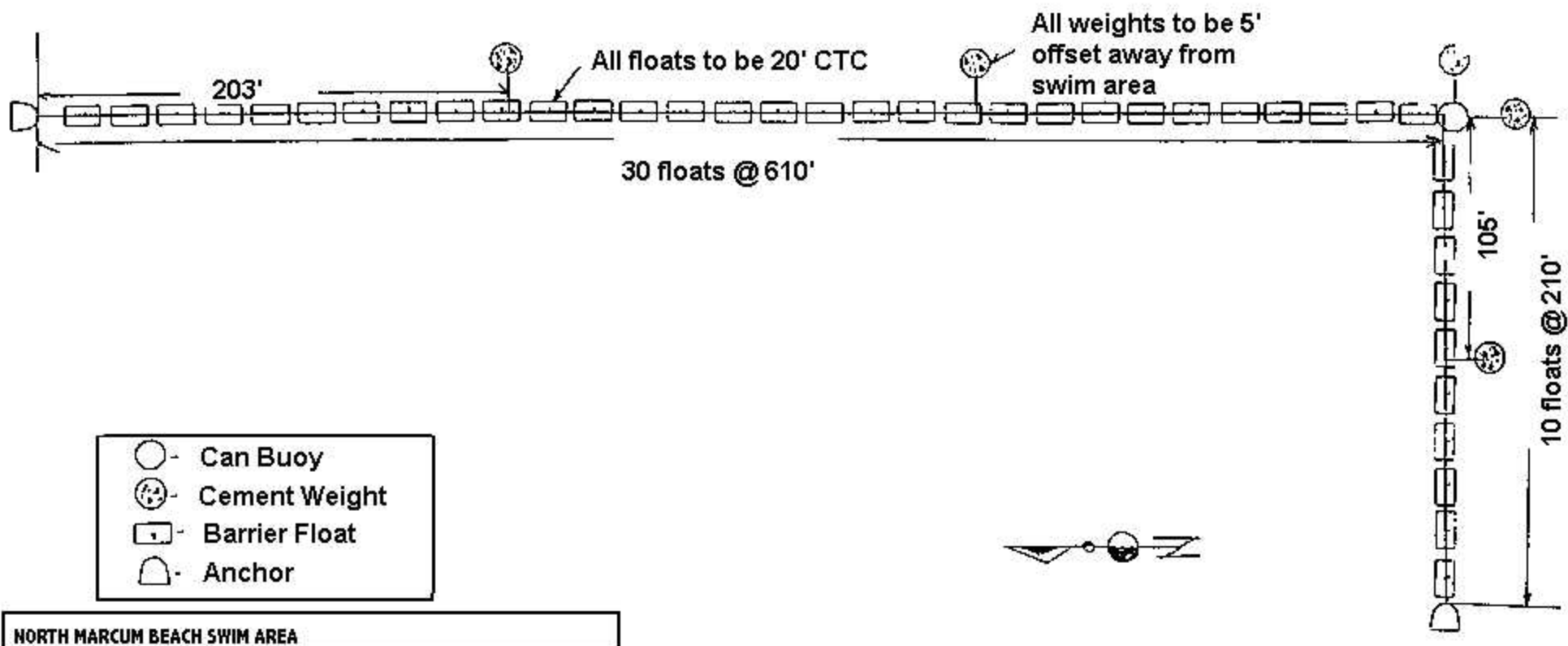
EXPANDED VIEW



Appendix E

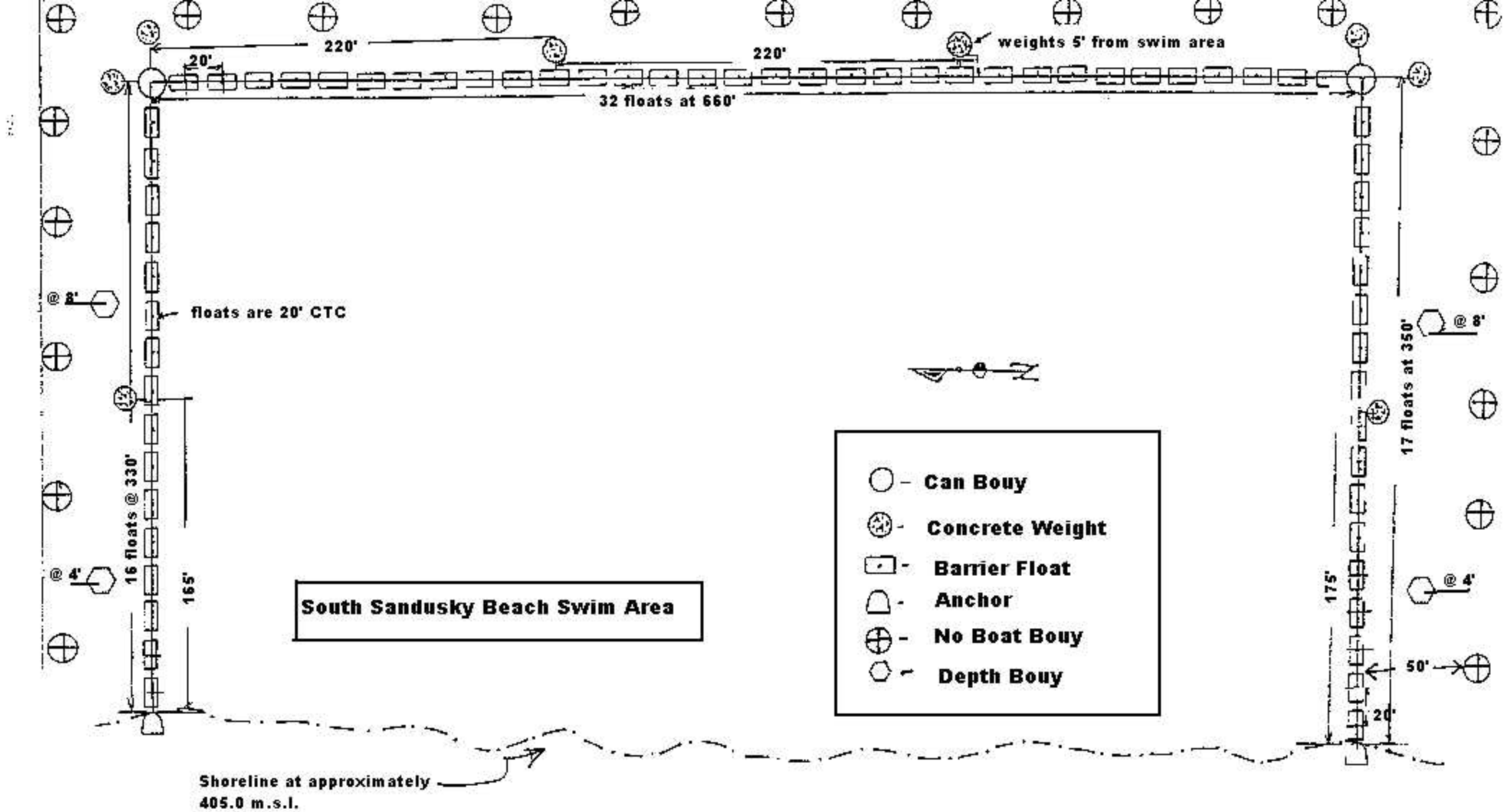
Hazard Buoy Locations





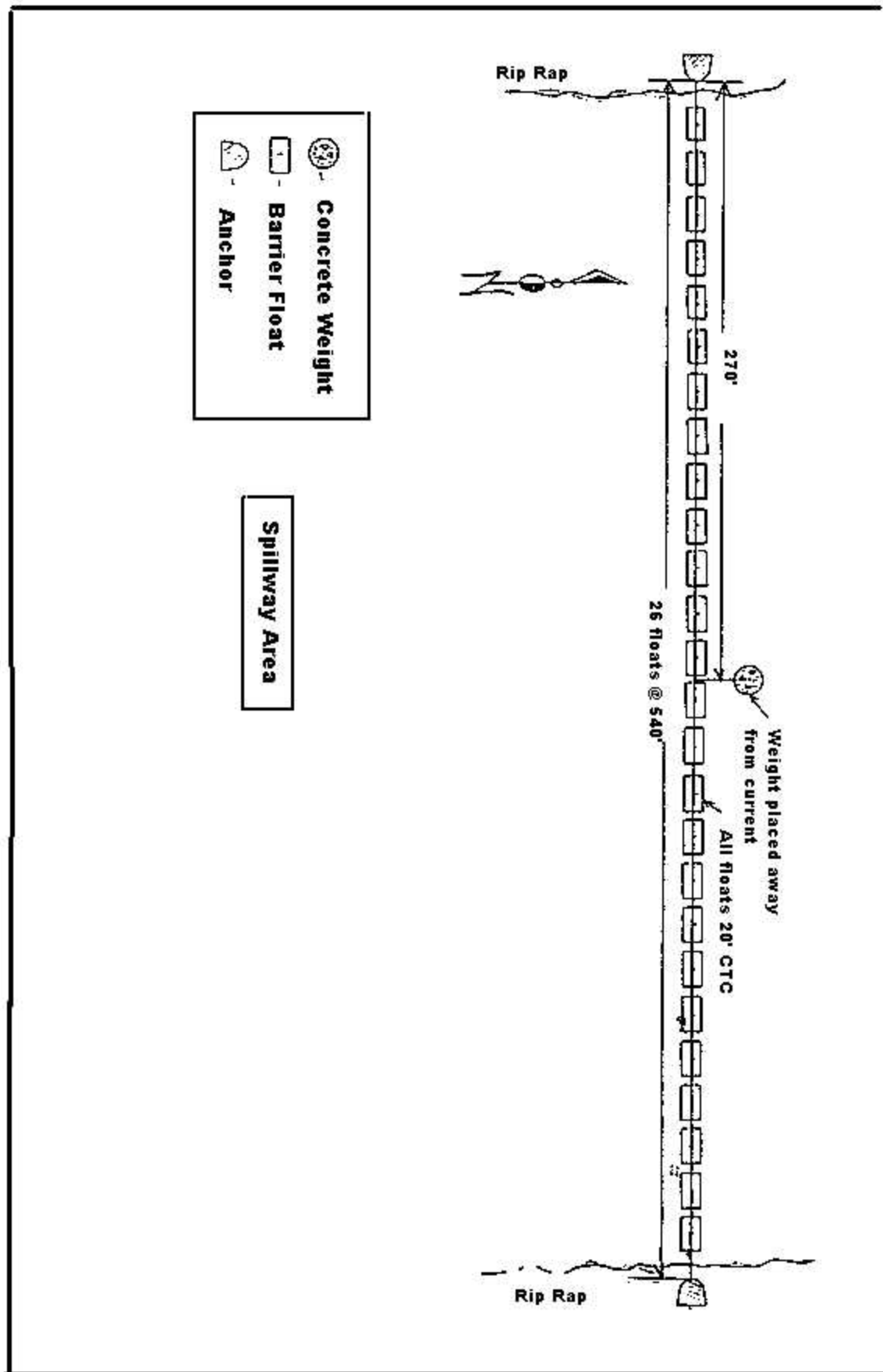
Appendix F

Exhibit 1



Appendix F

Exhibit 2







Appendix F

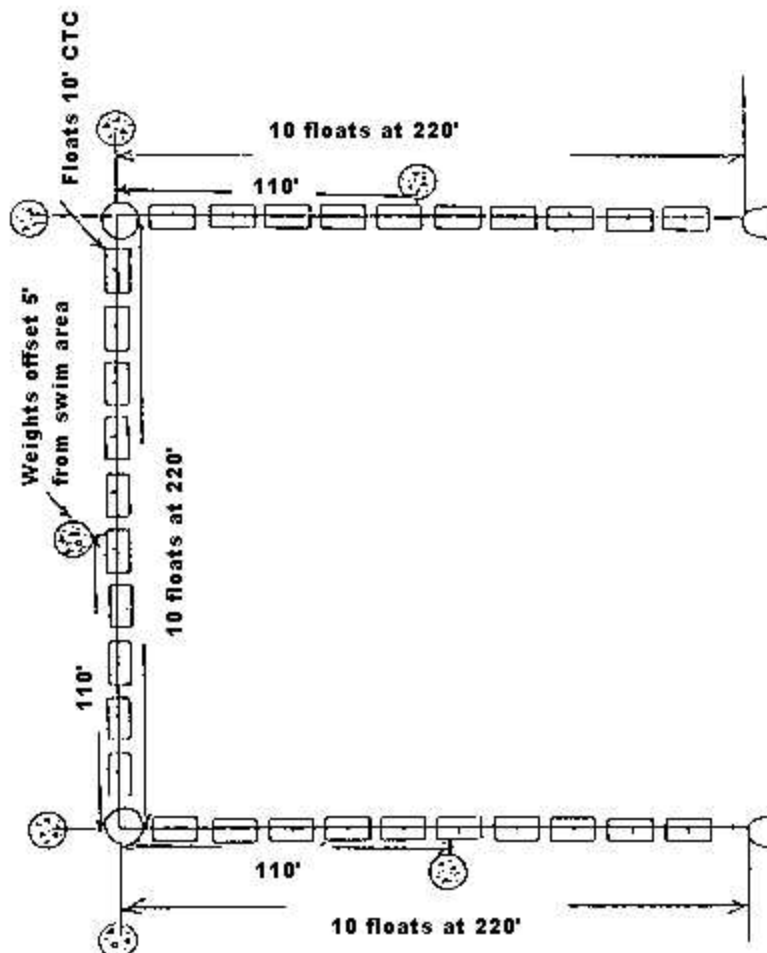
Exhibit 3

Appendix F

Exhibit 4

Outlet Structure

-  - **Can Bouy**
-  - **Concret Weitht**
-  - **Barrier float**
-  - **Anchor**

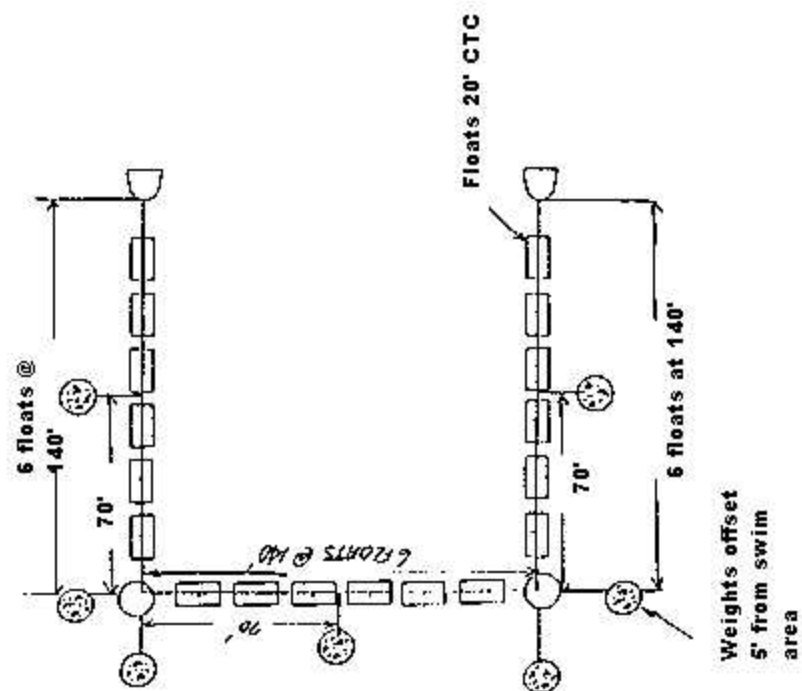


Appendix F

Exhibit 5

Dale Miller Beach

- - Can Bouy
- ⊙ - Concrete Weight
- - Barrier Float
- ⬢ - Anchor



APPENDIX G
QUALITY ASSURANCE SURVEILLANCE PLAN

1. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). This plan shall be used to assure the Government that the work specified under this contract is being completed satisfactorily and the Contractor has a viable Quality Control Plan in place. This plan is included for information purposes only and will not become part of any resulting contract.

2. 100% INSPECTION METHOD. Surveillance by this method requires that every occurrence of a performed service be monitored. Contract requirements using these evaluations are generally those that occur infrequently, or are essential or costly to perform, or at the Government's discretion. These results are then compared to the specific performance standards.

2.1 MONITORING. Inspections of all services performed under this method will be conducted according to a schedule developed by the Government. All services in a lot or lot per park will be inspected and used for evaluating performance.

2.2 DEDUCTIONS. The COR may require that all work which fails to provide the desired results be redone or reduce the contract price to equal the reduced value of service. The Contractor will ensure that these defects do not recur. If the Contractor fails to rework the rejected areas and the defects are recurring, the Government may:

2.2.1 Reduce the contract price to equal the reduced value of the service.

2.2.2 Perform the required service, by contract or otherwise, and deduct any costs incurred by the Government that is directly related to the performance of such services from the Contractor's monthly invoice.

2.2.3 Terminate the contract for default.

2.2.4 Deductions taken under this method will be based on the following example:

- EXAMPLE:
- a. Monthly lot contract price for buoy maintenance is \$50.40.
 - b. Lot size in Temple Park is 60.
 - c. Sample size is 100% or 60.
 - d. Number of defects is 15.
 - e. Percentage of sample defects is 0.25.
($d/c = 15/60 = 0.25$)
 - f. The deduction from the current month's invoice for buoy maintenance is \$12.60.
($a \times e = \$50.40 \times 0.25 = \12.60)

2.2.5 Should it become necessary for the Quality Assurance inspector to perform re-inspections of defective work that was required to be redone (due to failure of Contractor Quality Control System to locate and cure these deficiencies prior to the QA's inspection), there will be a re-inspection/administration charge equal to the Actual Government Cost (AGC) at the Effective Hourly Rate (EHR) applied per inspection of each

separate bid item inspected. The AGC re-inspection time will start the minute the inspector is called and/or stops his/her other duties to perform the re-inspection and will end after the inspector returns to his/her duty site after the inspection. These charges will be deducted from the Contractor's monthly invoice. Re-inspection charges will only be charged when the Contractor has been given the opportunity to redo work that was not originally performed correctly. If work was unsatisfactory after being given the opportunity to redo, then deductions will be made as shown in the examples above. Deductions for re-inspection will be taken based on the following example:

EXAMPLE: Re-inspection of buoy maintenance is required on 15 sites in Temple Park and on 2 sites in Westcliff Park. The Government's Quality Assurance inspector was at the office at the time he was called to re-inspect. His actual time to inspect the two parks and return to his duties at the office was 40 minutes. The QA's Effective Hourly Rate (EHR) is \$11.30 per hour. The re-inspection deduction will be made as follows:

$$\begin{aligned} \text{E.H.R.} \times (\text{inspection minutes}/60) &= \text{deduction} \\ \$11.30/60 \times 40 &= \$7.53 \end{aligned}$$

3. PROPOSED INSPECTION STRATEGY. The Government has the right to change or modify inspection methods at its discretion. This information is included for informational purposes only and will not become part of any resulting contract.